



U.S. Department of Justice

90-11-2-614

Washington, D.C. 20530

December 4, 1993

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SUPERFUND RECORDS

Robert D. St. Vrain, Clerk
U.S. District Court
Eastern District of Missouri
1114 Market Street
St. Louis, Missouri 63101

Re: United States v. Giles Armature & Electric Works, Inc.
Civil Action No. S91-0042-C

Dear Mr. St. Vrain:

Enclosed please find the original and one copy of the Consent Decree to be lodged in the above matter. Please do not transmit this original to Judge Stohr for signature. We must publish notice of lodging in the Federal Register and review any comments received during a 30 day comment period before we can proceed with this matter.

I also have enclosed a Notice of Lodging for filing with the Court.

Thank you for your assistance. Please call me at (202) 514-1032 if you have any questions.

Sincerely,

Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources Division

Elizabeth A. Edmonds

Elizabeth A. Edmonds
Trial Attorney

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EPA CNSL/RCRA
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cc: Sarah Sullivan✓
David Moore
Wesley Wedemeyer
Tony Armstrong
George von Stamwitz

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

No. S91-0042-C

GILES ARMATURE & ELECTRIC
WORKS, INC., a dissolved Illinois
corporation; JOHN E. GILES, JR.,
HAROLD L. CHASE, BETTY LEA
GRASSINGER, GARDNER J. GRASSINGER,
MARTA GENE LUNDEMO, GRACE N. GILES,
JENNA V. VICKERY,

Defendants.

NOTICE OF LODGING OF CONSENT DECREE

A proposed Consent Decree in this action is being lodged herewith with the Court, after having been agreed to and signed by the parties. Notice of lodging of the Consent Decree will be published in the Federal Register. During pendency of the public comment period, no action is required of the Court. After expiration of the comment period and evaluation of the comments, if any, the Court will be advised as to entry of the Consent Decree or any further action which may be required.

Respectfully submitted,

Lois J. Schiffler
Acting Assistant Attorney
General
Environment and Natural
Resources Division
Department of Justice

MEW Site File
Break10_03697

Elizabeth A. Edmonds
Elizabeth A. Edmonds
Trial Attorney
Environmental Enforcement
Section
P.O. Box 7611
Washington, D.C. 20044
(202) 514-1032

Edward L. Dowd, Jr.
United States Attorney
Eastern District of Missouri

Wesley D. Wedemeyer
Assistant United States Attorney
1114 Market Street
St. Louis, Missouri 63101

Of Counsel:

Sarah Toevs Sullivan
Associate Regional Counsel
U.S. EPA, Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

David Moore
Attorney/Advisor
Office of Enforcement
Waste Enforcement Division
401 M Street, S.W.
Washington, D.C. 20460

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. S91-0042-C
)	
GILES ARMATURE & ELECTRIC WORKS)	
INC., a dissolved Illinois)	
corporation; JOHN E. GILES, JR.,)	
HAROLD L. CHASE, BETTY LEA)	
GRASSINGER, GARDNER J.)	
GRASSINGER, MARTA GENE LUNDEMO,)	
GRACE N. GILES, JENNA V. VICKERY.))	
)	
Defendants.)	
)	

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").

B. The United States in its complaint seeks reimbursement of response costs incurred and to be incurred by EPA and the U.S. Department of Justice for response actions in connection with the release or threatened release of hazardous substances at the Missouri Electric Works Superfund Site in Cape Girardeau County, Cape Girardeau County, Missouri ("Site"), and a declaration that

Giles Armature and Electric Works, Inc., and the dissolved corporation's shareholders, Defendants Harold L. Chase, John E. Giles, Jr., Betty Lea Grassinger, Gardner J. Grassinger, Marta Gene Lundemo, Grace N. Giles and Jenna V. Vickery, are liable for further response costs to the value of the assets distributed to each Defendant shareholder.

C. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Department of Interior, the federal natural resources trustee, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to natural resources under federal trusteeship and encouraged the trustee to participate in those negotiations.

D. The Defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the Complaint or the Claim.

E. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on February 21, 1990, 55 Fed. Reg. 6158.

F. In response to a release or a threat of a release of hazardous substances at or from the Site, some of the potentially responsible parties at the Site, not including Settling Defendants, commenced a Remedial Investigation and Feasibility

Study ("RI/FS") for the Site pursuant to the NCP in December, 1988.

G. The potentially responsible parties at the Site completed the RI/FS in July, 1990.

H. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on August 19, 1990, in a major local newspaper of general circulation in Cape Girardeau, Missouri. EPA provided an opportunity for written and oral comments from the public on the proposed remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

I. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision, issued on September 28, 1990, on which the State of Missouri concurred. The ROD includes a responsiveness summary to the public comments. Notice of the ROD was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

J. Plaintiff entered into a settlement with certain other potentially responsible parties, not including Settling Defendants, wherein those parties will implement a remedial action to clean up soil pursuant to the ROD and investigate groundwater at the Site. EPA agreed to provide pre-authorized mixed funding, wherein EPA would reimburse the parties performing

the remedial action for 20 percent of allowable costs, to a maximum of \$3.5 million. This settlement is embodied in a Consent Decree ("RD/RA Consent Decree") lodged in the United States District Court for the Eastern District of Missouri, Southeastern Division, in the case entitled, United States, et al. v. Union Electric Co., et al., Civil Action No. 1:92 CV 00078.

K. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated in good faith and implementation of the Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable and in the public interest.

L. Defendants represent that they have been engaged in a separate lawsuit involving their liability at the Site styled Citizens Electric Corporation, individually and as a class representative vs. Giles Armature & Electric Works, Inc., et al., Civil Action No. 91CV04062-JLF (S. D. Ill). The Defendants represent that they have reached a settlement with Citizens Electric Corporation but the class has not yet been certified and the settlement has not yet been approved by the Court.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.

§§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Venue in this District is proper. The Complaint of the United States states a claim upon which relief can be granted under Section 107(a) of CERCLA, 42 U.S.C. §9607(a). Solely for the purposes of this Consent Decree and the underlying Complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Defendants and their heirs, agents, successors and assigns. Any change in ownership or corporate or other legal status of the Settling Defendants, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

"Certification of Completion" shall mean EPA's certification of completion pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C. § 9622(f)(3), that remedial action has been completed at the Site in accordance with the requirements of the NCP, the ROD(s) and any consent decree requiring performance of remedial action at the Site.

"Consent Decree" shall mean this Decree and any attached appendices.

"Day" shall mean a calendar day. In computing any period of time under this Consent Decree where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next working day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Future Response Costs" shall mean all costs, including but not limited to direct and indirect costs that EPA and the Department of Justice on behalf of EPA have incurred or will incur after September 30, 1990 not inconsistent with the NCP in financing, enforcing, conducting and/or overseeing response actions at the Site, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred to obtain access, and costs of reviewing or

developing plans, reports and/or verifying response actions conducted in connection with the Site.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established in accordance with Section 107(a) of CERCLA, 42 U.S.C. § 9707(a). In calculating Interest, EPA may compound on a daily, monthly or annual basis.

"National Contingency Plan ('NCP')" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, as amended.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

"Parties" shall mean the United States and the Settling Defendants.

"Past Response Costs" shall mean all previously unreimbursed costs, including but not limited to direct and indirect costs that EPA and the Department of Justice incurred in regard to the Site on or prior to September 30, 1990, plus interest thereon.

"Plaintiff" shall mean the United States.

"Record of Decision" or "ROD" shall mean the Record of Decision relating to the Site on September 28, 1990, by the Regional Administrator, Region VII, and all attachments thereto, together with any subsequent amendments thereto.

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"Remedial Action" shall mean those activities relating to soil and sediment remediation, except for operation and maintenance, to be undertaken pursuant to the ROD.

"Section" shall mean a portion of the Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean Giles Armature & Electric Works, Inc., a dissolved Illinois Corporation; Harold L. Chase, Betty Lea Grassinger, Gardner J. Grassinger, Marta Gene Lundemo, Grace N. Giles and Jenna V. Vickery, as shareholders who received assets of the dissolved corporation.

"Site" shall mean the Missouri Electric Works, Inc. property, encompassing approximately 6.4 acres, located at 824 South Kingshighway, Cape Girardeau, Missouri and shall include all areas to which hazardous substances released from the MEW property have migrated or come to be located and all areas in proximity to such contamination that are necessary for implementation of response actions.

"United States" shall mean the United States of America.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Response Costs to the United States.

(a) Within 30 days of entry of this Consent Decree, Settling Defendants shall pay to the United States \$370,000.00 for unreimbursed Past and Future Response Costs, by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing the CERCLA Number 076R, the DOJ

File Number 00-11-2-614, and the U.S.A.O. file number _____. Payment shall be made in accordance with instructions provided by the Plaintiff to the Settling Defendants upon execution of the Consent Decree. Any EFTs received at the U.S. D.O.J. lockbox bank after 11:00 A.M. (Eastern Time) will be credited on the next business day.

VI. FAILURE TO MAKE TIMELY PAYMENT

5. Interest on Late Payments. In the event that any payment required by Section V is not made when due, Interest shall accrue on the unpaid balance, through the date of payment.

6. Stipulated Penalty. If any amounts due to the United States under this Consent Decree are not paid by the required date, the Settling Defendants shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$5,000.00 for each day that such payment is late. Stipulated penalties are due and payable within 30 days of the Settling Defendants' receipt of demand for payment of the penalties. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," shall be mailed to:

Mellon Bank
attn: Superfund Accounting
EPA Region VII, (Comptroller Branch)
P.O. Box 360748M
Pittsburgh, PA 15251

and shall reference U.S.A.O. file number _____, CERCLA Number 076R and DOJ Case Number 90-11-2-614. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter shall be sent to the United States as provided in Section XII (Notices and Submissions).

7. If the United States must bring an action to collect any payment required by this Consent Decree, the Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to attorneys' fees.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to make timely payments required by this Consent Decree.

9. The obligations of the Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendant shall remain responsible for the full unpaid balance.

VII. COVENANT NOT TO SUE BY PLAINTIFF

10. In consideration of the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 11, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), relating to the Site.

These covenants not to sue shall take effect upon the receipt of EPA of the payments required by Section V. This covenant not to sue is conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue shall extend only to Settling Defendants and does not extend to any other person.

11. United States' Reservation of Rights.

(a) Notwithstanding any other provision of this Consent Decree, the United States reserves and this Consent Decree is without prejudice to the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Settling Defendants to (1) perform additional response actions relating to the Site, or (2) reimburse the United States for additional response costs if, subsequent to EPA's certification of completion of the soil Remedial Action and Groundwater Design Investigation:

(i) conditions at the Site, previously unknown to EPA are discovered; or

(ii) information is received, in whole or in part,

and these previously unknown conditions or information, together with other relevant information, indicate that the Remedial Action for contaminated soils or Groundwater Design Investigation was not protective of human health and the environment. For the purposes of this Paragraph, the information received by and the conditions known to EPA shall include only that information and

those conditions set forth in the ROD, the administrative record supporting the ROD, and any documents maintained by EPA following issuance of the ROD, but prior to issuance of the certification of completion of the soil Remedial Action and Groundwater Design Investigation.

(b) The covenants not to sue set forth in Paragraph 10 do not pertain to any matters other than those expressly specified in Paragraph 10. The United States reserves, and this Consent Decree is without prejudice to, all rights against each Settling Defendant with respect to all other matters, including but not limited to, the following:

(i) Claims based on the failure by such Settling Defendant to meet a requirement of this Consent Decree;

(ii) Liability arising from the past, present or future disposal, release or threat of release of hazardous substance, hazardous wastes, pollutants or contaminants outside of the Site;

(iii) Liability for damage for injury to, or loss of natural resources;

(iv) Liabilities for response costs that have been or may be incurred by any federal agencies other than EPA or the Department of Justice on behalf of EPA;

(v) Criminal liability; and

(vi) Liability for violations of federal or state law by such Settling Defendant which occur during or after implementation of the soil Remedial Action..

(c) The covenant not to sue set forth in paragraph 10 is contingent upon the completeness and truthfulness of asset and liability information provided to the United States by the Settling Defendants in Appendices A-E. Any misrepresentation or misstatement by the Settling Defendants in Appendices A-E, upon written notice by the United States to the Settling Defendants, renders the covenant not to sue void.

(d) Following the voiding of any covenant not to sue pursuant to this paragraph, in any action brought by the United States against the Settling Defendants, Settling Defendants shall not raise any defenses based upon any statute of limitations, laches, waiver, estoppel, or lack of jurisdiction based in whole or in part on the time elapsed between the entry of this Consent Decree and the commencement of such action by the United States.

(e) Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

VIII. COVENANTS BY SETTLING DEFENDANTS

12. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Site or this Consent Decree, including but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9607, under Sections 106(b)(2), 107, 111, 112 or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612

or 9613, or any other provision of law, or any claim against the United States, including any department, agency, or instrumentality of the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site, or any other claims arising out of response activities at the Site. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

13. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights, including, but not limited to, any right to contribution, defenses, claims, demand, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

14. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that Settling Defendants are entitled to such protection from contribution actions or claims, as is provided by Section 113(f)(2), 42 U.S.C. §§ 9613(f)(2).

15. Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters relating to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or

claim. Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters relating to this Consent Decree they will notify the United States in writing within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court settling a case for trial or matters related to this Consent Decree.

16. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants not to Sue by Plaintiff).

X. ACCESS TO INFORMATION

17. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of

custody records, manifests, logs, receipts, reports, invoices, correspondence or other documents or information relating to the Site.

XI. RETENTION OF RECORDS

18. Until 10 years after the entry of the Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site.

19. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to the EPA. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: (1) the title of the document, record or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record or information; and (6) the privilege asserted. However, no documents, reports, or other information created or

generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to make the privileged information only.

20. Each Settling Defendant hereby certifies, individually, that he, she or it has not altered, mutilated, discarded, destroyed or otherwise disposed of any record, documents, or other information relating to his, her or its potential liability regarding the Site since notification of potential liability by the United States and that he, she or it has fully complied with any and all EPA requests for information pursuant to Section 104(a) of CERCLA, 42 U.S.C. §9604(a).

XII. NOTICES AND SUBMISSIONS

21. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Re: DOJ Case No. 90-11-2-614

As to EPA:

Sarah Toevs Sullivan
Associate Regional Counsel
U.S. EPA, Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

As to Settling Defendants:

William A. Armstrong
Mitchell & Armstrong, Ltd.
404 North Monroe Street
P.O. Drawer 488
Marion, Illinois 62959

XIII. RETENTION OF JURISDICTION

22. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XIV. LODGING AND OPPORTUNITY FOR COMMENT

23. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

24. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. SIGNATORIES/SERVICE

25. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the U.S. Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to legally bind such Party to this document.

26. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree.

XVI. EFFECTIVE DATE

27. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.


SO ORDERED THIS _____ DAY OF _____, 19__

United States District Judge

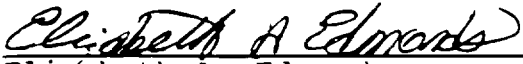
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. Giles Armature & Electric Works, Inc., et al., relating to the Missouri Electric Works Superfund Site.

FOR THE UNITED STATES OF AMERICA

12/1/93
Date


Lois J. Schiffer
Acting Assistant Attorney General
Environment and Natural Resources
Division
U. S. Department of Justice
Washington, D. C. 20530

September 28, 1993
Date


Elizabeth A. Edmonds
Environmental Enforcement Section
Environment and Natural Resources
Division
U. S. Department of Justice
Washington, D. C. 20530

Edward L. Dowd, Jr.
United States Attorney
Eastern District of Missouri

Date

Wesley D. Wedemeyer
Assistant United States Attorney
1114 Market Street
St. Louis, Missouri 63101

MEW Site File
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William W. Rice

William W. Rice
Acting Regional Administrator
U.S. Environmental Protection
Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

Sarah Toevs Sullivan

Sarah Toevs Sullivan
Associate Regional Counsel
U. S. Environmental Protection
Agency
Region VII
726 Minnesota Avenue
Kansas City, Kansas 66101

MEW Site File
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10/23/93

Date



Steven A. Herman
Assistant Administrator for Enforcement
U.S. Environmental Protection Agency
Office of Enforcement
401 M Street, S.W.
Washington, D.C. 20460

MEW Site File
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

4-23-93
Date

Harold L. Chase

Harold L. Chase
(Name - Please Type)

601 E. Thorn

Marion, IL 62959

(Address - Please Type)

MEW Site File
Break10_03721

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

MAY 5, 1993
Date

Grace N. Giles

Grace N. Giles
(Name - Please Type)

911 North Market

Marion, IL 62959

(Address - Please Type)

MEW Site File
Break10_03722

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

May 4, 1993
Date

Betty Lea Grassinger

Betty Lea Grassinger
(Name - Please Type)

1906 Julianne Drive

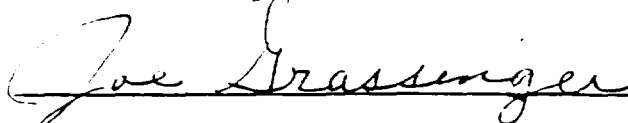
Marion, IL 62959

(Address - Please Type)

MEW Site File
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

Date



Joe Grassinger

(Name - Please Type)

1906 Julianne Drive

Marion, IL 62959

(Address - Please Type)

MEW Site File
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To Whom It May Concern:

Please be advised that on April 30, 1993, the signature pages and the Appendix for United States v. Giles Armature & Electric Works, Inc., was signed by us.

5/13/93
Date

Betty Lea Grassinger
Betty Lea Grassinger
1906 Julianne Drive
Marion, IL 62959

5/13/93
Date

Joe Grassinger
Joe Grassinger
1906 Julianne Drive
Marion, IL 62959

MEW Site File
Break10_03725

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

March 1st 1993
Date

Marta Gene Lundemo

Marta Gene Lundemo
(Name - Please Type) MARTHA GENE LUNDEMO

4718 St. Moritz Drive, Southwest 4718 ST. MORITZ DR
Lilburn, GA 30247

(Address - Please Type)

MEW Site File
Break10_03726

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Giles Armature & Electric Works, Inc., relating to the Missouri Electric Works Superfund Site.

May 3, 1993
Date

Jenna V. Vickery

Jenna V. Vickery
(Name - Please Type)

417 Bainbridge

Marion, IL 62959

(Address - Please Type)

MEW Site File
Break10_03727

APPENDIX A

Betty Lea Grassinger hereby certifies that she received a distribution of \$103,337 when Giles Armature & Electric Works, Inc. was dissolved. She further certifies that she and her husband, Gardner J. Grassinger, have the following assets and liabilities:

<u>Current Assets</u>	<u>Current Income</u>	<u>Debts</u>
\$275,000 & motor home	\$42,000	none


I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this _____ day of _____, 1993.


Betty Lea Grassinger

Gardner J. Grassinger certifies that he and his wife, Betty Lea Grassinger, have the following assets and liabilities:

<u>Current Assets</u>	<u>Current Income</u>	<u>Debts</u>
\$275,000 & motor home	\$42,000	none

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this _____ day of _____, 1993.


Gardner J. Grassinger

APR 23 1993

APPENDIX B

Harold L. Chase hereby certifies that he received a distribution of \$798 when Giles Armature & Electric Works, Inc. was dissolved. He further certifies that he has sufficient assets to pay his share of the distribution.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 23rd day of April, 1993.

Harold L. Chase
Harold L. Chase

MEW Site File
Break10_03729

APPENDIX C

Jenna V. Vickery hereby certifies that she received a distribution of \$103,337 when Giles Armature & Electric Works, Inc. was dissolved. She further certifies that she has sufficient assets to pay her share of the distribution.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 3rd day of May, 1993.


Jenna V. Vickery

APPENDIX D

MARTHA

~~Marta~~ Gene Lundemo hereby certifies that she received a distribution of \$103,337 when Giles Armature & Electric Works, Inc. was dissolved. She further certifies that she and her husband, Harold A. Lundemo, have the following assets and liabilities:

<u>Current Assets</u>	<u>Current Income</u>	<u>Debts</u>
\$185,000 & house	\$28,000	\$25,000 mortgage

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on first day of May, 1993.

Martha Gene Lundemo
Marta Gene Lundemo
MARTHA

MEW Site File
Break10_03731

APPENDIX E

Grace N. Giles hereby certifies that she received a distribution of approximately \$350,000 when Giles Armature & Electric Works, Inc. was dissolved. She further certifies that she has the following assets and liabilities:

<u>Current Assets</u>	<u>Current Income</u>	<u>Debts</u>
\$126,000 & house	\$16,000	\$60,000 per year

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on FIFTH day of MAY, 1993.

Grace N. Giles
Grace N. Giles

MEW Site File
Break10_03732